## AGREEMENT

of Extension of Time
Between
Boston Redevelopment Authority
and
The Retina Foundation

WITNESSETH: The Boston Redevelopment Authority, a public body politic and corporate created pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 121, hereinafter referred to as the Authority, in consideration of One Dollar (\$1) and other good and valuable consideration received by it and in consideration of an Agreement of even date herewith by The Retina Foundation, a Massachusetts charitable corporation having it principal place of business in Boston, Massachusetts, hereinafter referred to as the Kedeveloper, to extend the time for performance by the Authority of its obligations under a Sales Contract for the West End Project Area dated May 21, 1958, between the Authority and the Redeveloper from December 1, 1958, to January 15, 1959, the Authority hereby:

- (1) Acknowledges and recognizes its obligations to the Redeveloper under said existing Sales Contract and under the existing West End Redevelopment Plan, which was referred to and made a part of said existing Sales Contract. In this connection, the Authority:
- (a) Acknowledges that it agreed to relocate persons, demolish buildings, and prepare the land as provided in Sections 10 and 11 of said existing Sales Contract in the area represented by Parcel J or by any alternate Parcel J which is to be conveyed to the Redeveloper under said existing Sales Contract; and it hereby agrees to diligently proceed with said

work so that it is completed by January 15, 1959. In the event said work is not completed by January 15, 1959, the Redeveloper shall then have any rights it has under the existing Sales Contract on December 1, 1958.

- (b) Acknowledges that it may not approve a new West End Land
  Assembly and Redevelopment Plan which provides for an alternate Parcel J
  containing less than thirty-three thousand square feet.
- (2) Agrees that the zoning of Parcel J or any alternate Parcel J as shown in any new West End Land Assembly and Redevelopment Plan will be L-155 in said plan provided that no structure errected on said parcel shall exceed one hundred fifteen feet in height.
- (3) Agrees to proceed with diligence to have a high-pressure water line installed in Staniford Street so that said line is installed at least two months prior to the date on which the Redeveloper must complete improvements on the parcel conveyed to it under said existing Sales Contract.
- (4) Agrees to request the appropriate public authority on or before November 22, 1958 to discontinue Lynde Street as a public way, either for its entire length or for such portion of it which might reasonably be expected to lie within Parcel J or any alternate Parcel J; and further agrees to pursue the acquisition of said discontinuance with diligence.
- (5) Agrees to submit to the Redeveloper no later than December 19, 1958, a firm description of Parcel J, which description shall be of a parcel containing about thirty-five thousand square feet and resembling the Parcel J described in said existing Sales Contract.
- (6) Agrees simultaneously herewith to enter into a Sales Contract for the West End Project Area with the Redeveloper, said contract to provide that the Authority recognizes its obligation to convey to the Redeveloper as Parcel J or as an alternate Parcel J, a parcel the easterly boundary of which bounds on the westerly line of Staniford Street for the entire length of said

easterly boundary and which agreement further states that the Authority will, in the event that at the time of said conveyance it is not clear that the parcel to be conveyed bounds for the entire length of its easterly boundary on Staniford Street, or in the event Staniford Street is laid out in such a manner subsequent to a conveyance to the Redeveloper that the easterly boundary of said parcel so conveyed does not bound on Staniford Street for the entire length of said easterly boundary, the Authority will extend the northerly and southerly boundaries of the parcel conveyed or to be conveyed to the westerly line of Staniford Street and will convey to the Redeveloper all land lying within said northerly and southerly boundaries so that the parcel conveyed or to be conveyed bounds on the westerly line of Staniford Street for the entire length of its easterly boundary.

As consideration for the agreement of the Authority set forth hereinabove, the Redeveloper will agree to pay the price per square foot set forth
in the existing Sales Contract subject to the terms thereof for all land which is
conveyed to it pursuant to this or said existing Sales Contract, said price to be
paid for said land at the time it is conveyed; and the Redeveloper will further
agree that Staniford Street may be made about ten feet narrower than the
width shown on the existing West End Redevelopment Plan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their seals to be hereunto affixed.

BOSTON REDEVELOPMENT AUTHORITY

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Chairman

THE RETINA FOUNDATION

LS

Title

Howard O

WITNESS:

WITNESS:

C. L. Scheper Douto

## CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

- (1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.
- (2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on November 12, 1958, and duly recorded in this office:

VOTED: That the Chairman, Joseph W. Lund, of the Boston Redevelopment Authority, be and he hereby is authorized in its name and behalf to execute and deliver to The Retina Foundation the Agreement of Extension of Time concerning parcel J or an alternate parcel J in the West End Redevelopment Area in substantially the form as presented to this meeting.

- (3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.
- (4) That the Agreement of Extension of Time to which this Vote is attached is in substantially the form as that presented to said meeting.
- (5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.
  - (6) That Joseph W. Lund is the Chairman of said Authority.
- (7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 38+k day of November, 1958.

BOSTON REDEVELOPMENT AUTHORITY

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